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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA - CENTRAL DIVISION
HONORABLE GEORGE H. WU, U.S. DISTRICT JUDGE

MOOG, INC.,
Plaintiffs,
vs. Case No. CV 22-9094
SKYRYSE, INC.,
Defendants.

REPORTER'S TRANSCRIPT OF
MOOG'S MOTION TO ENFORCE
COMPLIANCE WITH MARCH 11, 2022 TRO
THURSDAY, JUNE 15, 2023
8:30 A.M.
LOS ANGELES, CALIFORNIA

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1 **LOS ANGELES, CALIFORNIA; THURSDAY, JUNE 15, 2023**

2 **8:30 a.m.**

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6 THE COURT: Let me call *Moog versus Skyrise*.

7 Let me have appearances starting with plaintiff's
8 counsel first.

9 MS. ANDOH: Your Honor, Rena Andoh, Sheppard Mullin
10 for the plaintiff.

11 MR. NAQVI: Good morning, Your Honor. Kazim Naqvi,
12 Sheppard Mullin, for the plaintiff.

13 THE COURT: All right. For the defense?

14 MR. GROSS: Good morning, Your Honor. Gabriel
15 Gross, Latham and Watkins for Skyrise. With me today are my
16 colleagues, Russell Mangas and Rachel Horn, also of Latham.

17 THE COURT: We are here on the motion to enforce
18 compliance with the March 11, 2022 stipulated TRO, and for
19 monetary sanctions.

20 I issued a tentative on this. I presume both sides have
21 seen it?

22 MS. ANDOH: We have, Your Honor.

23 MR. GROSS: We have, Your Honor.

24 THE COURT: Does somebody want to argue something?

25 MS. ANDOH: Yes, Your Honor. May I remove my mask?

1 THE COURT: Sure.

2 MS. ANDOH: Thank you.

3 So, Your Honor, you know, we appreciate all of the work
4 that went into the tentative. There was a lot of material to
5 go through, we recognize that, and plaintiff appreciates the
6 guidance in the path forward, as far as larger issues are
7 concerned, so what we want to do today is focus on a few of the
8 incremental issues that are identified inside Your Honor's
9 tentative ruling.

10 We believe there are certain limited issues based on
11 Your Honor's guidance where relief can and should be ordered
12 today.

13 The first of those issues, Your Honor, has to do with
14 the Alex Wang documents. Your Honor noted on page 14 of His
15 Honor's tentative that the Court may be inclined to award some
16 portion of expenses for bringing the present motion, because of
17 the timing of Skyryse's production of the recovered files
18 relative to our filing of this motion.

19 And surprise, Your Honor, we believe that that's
20 appropriate here.

21 You know, looking at the chronology and the timeline, we
22 spent months and months pressing Skyryse to provide information
23 regarding the spoliation that they disclosed, and I think the
24 timeline is really critical here in terms of looking at how
25 much effort Moog has had to make in order to be able to get

1 resolution on the spoliation issue.

2 The initial concern regarding a potential spoliation
3 generally, not even Mr. Wang specifically, but just generally,
4 was brought to our attention in a Court conference by Skyryse
5 on April 26, following a phone conference, I believe, a couple
6 of days before, between counsel.

7 Skyryse disclosed that the data had been deleted, they
8 did not disclose which data had been deleted.

9 We spent the next five weeks asking Skyryse for
10 additional information regarding what exactly had been deleted,
11 and we were unable to obtain that information from them, which
12 led us to file an initial motion to compel, and it was only in
13 response to that initial motion to compel on June 14, 2022, so
14 six or seven weeks after the spoliation was initially flagged
15 that they specifically identified Mr. Wang in their opposition
16 papers to Moog's motion to compel.

17 And that leads to the next part of this, Your Honor, on
18 page 5 of your tentative, you indicate that Mr. Wang was
19 terminated and Skyryse turned his devices over to iDS.

20 Just a correction, that is not actually what happened at
21 that time.

22 What happened following the opposition brief being filed
23 was Skyryse turned over limited copies of just the materials
24 that Mr. Wang had deleted and had been recovered to iDS, the
25 full device was not turned over at that time.

1 It was not turned over until after the filing of this
2 motion and in concurrence with Skyryse's opposition to this
3 motion in April of 2023.

4 The issue here, Your Honor, is that at a minimum they
5 were aware of this deletion problem no later than June 14, when
6 they disclosed it, June 14, 2022.

7 They retained an expert, Michael Bandemer, who was
8 qualified and ultimately did go in to try to resuscitate
9 Mr. Wang's files. He was retained and had access to the iDS
10 environment and all materials under the protective order by
11 August of 2022.

12 But yet, when he was deposed, he confirmed that he made
13 no attempt to resuscitate these materials until 2023.

14 And the logical inference there, Your Honor, although he
15 could not remember a specific date, is that the trigger for
16 their attempt to recover these materials was the filing of our
17 motion, or at a bare minimum, the sending of our initial letter
18 complaining about this issue and a number of other issues.

19 So, you know, looking at that, Your Honor, that is
20 exactly why an award, at least, partial fees is appropriate
21 here.

22 It is very clear that the only reason why this issue has
23 been resolved is because we filed this motion.

24 You know, Your Honor cites Judge Rocconi's decision
25 earlier in this case with respect to this question if the

1 motion was the trigger for compliance, then maybe an award of
2 fees is still appropriate.

3 We believe that that is really the case here.

4 We think that half of the stated fees that we included
5 in our original motion are appropriate because there were
6 really two bases for us bringing this motion.

7 THE COURT: What was that?

8 MS. ANDOH: 34,000, plus some change.

9 THE COURT: Is that half or is that the --

10 MS. ANDOH: So we would be requesting half of that,
11 Your Honor.

12 THE COURT: That is 17,000?

13 MS. ANDOH: About \$17,000.

14 Your Honor, to be clear, that actually is nowhere near
15 the actual cost of bringing this motion in the end.

16 THE COURT: You haven't won everything on that
17 motion.

18 MS. ANDOH: Well, Your Honor, I mean, the \$44,000 we
19 identified was our estimate for drafting and filing the motion
20 and a reply.

21 We wound up taking six depositions in connection with
22 the sanctions motion and those fees are not included.

23 THE COURT: Okay.

24 MS. ANDOH: But we think there is appropriate
25 deterrent amount in this, which is to say, in order to be able

1 to resolve the spoliation portion of our motion, that is in
2 fact the amount that it cost us to file this motion and get
3 compliance.

4 I'm happy to go on --

5 THE COURT: No.

6 MS. ANDOH: -- this piece or also I'm happy to move
7 on to the next point.

8 THE COURT: Well actually, let me have the defense
9 address what you have covered so far.

10 MR. GROSS: Thank you. Your Honor, this is Gabe
11 Gross for Skyryse.

12 We agree the timeline here is very important. We have a
13 different view of it than the one Ms. Andoh just shared.

14 With the Court's permission, I'm going to turn over to
15 my colleague, Mr. Mangas, who has been digging into this issue
16 and is prepared to respond.

17 THE COURT: All right.

18 MR. MANGAS: Thank you, Your Honor. Russell Mangas
19 on behalf of Skyryse.

20 Your Honor, I want to address Your Honor's questions
21 about the timing of Skyryse's recovery efforts, and
22 specifically, Moog's statement in its reply brief that Skyryse
23 made, "no attempt to recover those files until after Moog had
24 filed its motion for sanctions."

25 THE COURT: That's not quite what she said, is it?

1 MS. ANDOH: That is not, Your Honor.

2 MR. MANGAS: I'm responding to what was said in the
3 reply brief.

4 THE COURT: Okay.

5 MR. MANGAS: I'm also going to address Ms. Andoh's
6 comments about the earlier timeline, but I just wanted to make
7 very clear on Skyryse's -- on the timeline of Skyryse's
8 recovery efforts, those did not start when the motion for
9 sanctions were filed.

10 As soon as Skyryse learned of Mr. Wang's deletions
11 against Skyryse's express instructions, it took those very
12 seriously. It was very serious conduct.

13 Skyryse immediately disclosed that contact to Moog as
14 Ms. Andoh described it to the Court in a hearing the next day.

15 Skyryse also immediately engaged a globally recognized
16 digital forensics firm, FTI, to attempt to recover those files.
17 FTI determined that there were 277 files that had been
18 attempted to be deleted.

19 It was able to successfully recover approximately
20 90 percent of those files. There were 32 files that FTI,
21 despite the use of forensic tools and its experience,
22 determined were unable to be recovered. It didn't stop there.

23 THE COURT: Are you saying anything that I didn't
24 say in the tentative?

25 MR. MANGAS: Well, I believe -- I may be wrong, but

1 there was some confusion that there was no attempt to recover
2 those 32 files until Moog filed its motion for sanctions.

3 THE COURT: That's what she said, but did I say that
4 in the tentative? I don't think I did, did I?

5 MR. MANGAS: Your Honor cited on page 14 of the
6 tentative to Moog's reply, page 23, where Moog claimed that
7 Skyryse made no attempt to recover those files before it filed
8 its motion for sanctions, and that Skyryse did not produce the
9 ESI that its experts analyzed until after Skyryse filed its
10 opposition.

11 I just want to be very clear that that is not the case,
12 that Skyryse immediately, upon learning of those deletions,
13 engaged a forensic firm and put extensive resources and efforts
14 into trying to recover those files.

15 THE COURT: All right.

16 Let me ask the plaintiff's counsel for just a really
17 quick reply to that.

18 MS. ANDOH: Sure. I believe we said "resuscitate."
19 We're not disputing that they analyzed the deleted files back
20 in June of 2022.

21 What we are saying is they did not send in a forensic
22 expert to try to resuscitate those 32 files.

23 Mr. Bandemer did not get sent in to go do it. He was
24 retained in August of 2022.

25 He was not asked to attempt to resuscitate those files

1 until 2023.

2 I will also note, Your Honor, that the materials that
3 Mr. Bandemer used to ultimately resuscitate these files were
4 not produced to iDS in 2022, so Moog, itself, had no ability to
5 try to resuscitate the files itself.

6 It was entirely reliant upon Skyryse's efforts until
7 April of 2023, when Skyryse turned over the image and used
8 foreshadow copies of Mr. Wang's computer that Mr. Bandemer
9 ultimately used to perform the resuscitation.

10 THE COURT: All right.

11 MR. MANGAS: May I respond to the point about the
12 ESI that was turned over?

13 I think it's important to be precise here, the laptop
14 that Mr. Bandemer analyzed, including the volume shadow copies
15 contained on that laptop where he was able to recover the
16 additional 30 files was turned over to iDS in June of 2022.

17 It was after Mr. Bandemer -- Skyryse filed its
18 opposition and identified where Mr. Bandemer located those
19 files, that Skyryse gave additional instructions to iDS to
20 proactively make all of that material available to Moog, so
21 Moog could confirm or do whatever checks are necessary.

22 But all of that ESI was in the custody of the forensic
23 vendor selected by Moog, iDS, since June of 2022, which could
24 have been available for Moog to request or inspect.

25 MS. ANDOH: Your Honor, that is simply not correct.

1 I'm happy to provide an inventory from iDS in a supplemental if
2 the Court wants to confirm what was and was not available in
3 June of 2022.

4 That is just not right. The shadow copies were made
5 available on April of 2023, and, as a matter of fact, there was
6 an issue because the shadow copies that were turned over to
7 iDS, one of the four shadow copies that was turned over in
8 2023, was not immediately made available to us upon the
9 turnover, and it required quite a bit of correspondence.

10 I would submit Mr. Mangas was not on this case back at
11 that time, and I understand that there may be confusion here
12 but the shadow copies were absolutely not turned over in June
13 of 2022.

14 MR. GROSS: Your Honor, if I may, this is Mr. Gross
15 for Skyryse.

16 There is a point, I think here, regardless of the shadow
17 copies, and if there is some confusion on record, we will
18 correct it.

19 Regardless of the shadow copies, several of which
20 Mr. Bandemer did use and made available in recent months,
21 regardless of that, I think a critical fact about this
22 situation with Mr. Wang and the recovery of his files is that
23 last spring when the issue came up, Skyryse took it seriously,
24 ran an investigation with the forensic firm, disclosed what it
25 learned to Moog, and we litigated this issue because Moog moved

1 to compel information about the alleged spoliation and deletion
2 of files in front of Magistrate Judge McCarthy.

3 It was briefed and heard, and resolved to the Court's
4 satisfaction. We were transparent.

5 THE COURT: My tentative basically takes the
6 position that I would be denying without prejudice this
7 particular motion, because, frankly, and I suggested additional
8 things that the parties should do to resolve it, which I
9 presume you can do, and I presume -- I do understand that on
10 the one hand, the items were not produced within the time
11 frames they were supposed to be produced by, but on the other
12 hand, there was just, what is it, 4 million pages or something
13 like that -- it's a lot of stuff, so I understand that as well.

14 But at this point in time, it's my understanding that
15 the plaintiff has pretty much gotten what it wants except for
16 certain, like, small areas; that is my understanding.

17 MS. ANDOH: That is not really the case, Your Honor,
18 and I think the other -- well, I think there are two things
19 here: First of all, I say this with all respect, because
20 Magistrate McCarthy saw an awful lot of us.

21 We had 13 conferences with the Magistrate Judge between
22 April of 2022, and November of 2023.

23 THE COURT: That is water under the bridge.

24 MS. ANDOH: Understood, Your Honor, but from our
25 prospective, it is not water under the bridge.

1 What it is is an indication of the fact that the meet and
2 confer process was not successful in limiting or providing any
3 particular level of materials.

4 The history of this case is that it has taken us filing
5 motions in order to be able to obtain these materials.

6 You know, Your Honor, made a comment at one point --

7 THE COURT: Let me stop. What is outstanding at
8 this point?

9 MS. ANDOH: Well, Your Honor, I mean, as a starting
10 point, Lori Bird's laptop and Reid Raithel's laptop, and the
11 Lori Bird's situation is a perfect example --

12 THE COURT: I referenced that in the tentative.

13 MS. ANDOH: I understand, Your Honor, but having it
14 be a denial as opposed to a partial grant, I believe there is
15 everything that needs to be said at this point for the Court to
16 order the turnover of Mr. Raithel's and Ms. Bird's laptop stuff
17 today.

18 We established the fact that these materials were
19 produced months after, and just to be really clear about this,
20 Your Honor, and I understand that Your Honor has a really tight
21 schedule today, but this is incredibly important to us.

22 Mr. Koo, their CFO, said in his declaration that they
23 were aware of the fact that Lori Bird had passed on information
24 to Allen Pilkington that was Moog's in August of 2022, when we
25 filed a public motion -- August of 2022.

1 They did not produce Lori Bird's materials until
2 February 17, 2023.

3 In between August of 2022 and February of 2023, there
4 were no fewer than four productions that were made by three
5 different non-parties, all of which showed that Lori Bird was
6 handling Moog's nonpublic information.

7 Skyryse did not produce materials in response to any of
8 those third party productions, which were served on them at the
9 time.

10 Those third party productions included a response from
11 Lori Bird, herself, saying specifically that she believed that
12 materials that were Moog's would be found on her Skyryse
13 laptop. Those responses were served in November of 2022, and
14 so on and so on.

15 And, Your Honor references the fact that we were able to
16 negotiate with Skyryse when we originally asked for nine
17 laptops, and it was reduced to three, that was not a
18 negotiation, Your Honor.

19 Judge McCarthy ordered them to turn over three of the
20 nine laptops and Moog was permitted to pick which three of the
21 nine that we had requested to get turned over as an initial
22 matter.

23 So that was not the result of a meet and confer, that
24 was the result of judicial order.

25 We believe that given the history and the circumstances

1 of Lori Bird, which candidly, Your Honor, she's the straw that
2 broke the camel's back, that is why we're sitting here today,
3 is because of the Lori Bird production in February of 2023.

4 We think it's entirely appropriate for Your Honor to
5 grant today the turnover of Ms. Bird's and Mr. Raithel's
6 laptops.

7 THE COURT: That was what I indicated you guys
8 should talk about.

9 Let me ask, is the defense not going to be willing to
10 turn over those items or what?

11 MR. GROSS: Your Honor, we appreciate and we will
12 respect, and I think it's a good idea that the Court ordered us
13 to meet and confer about it.

14 What we're hearing right now is a motion to compel more
15 discovery, what Ms. Andoh is asking for is not what is required
16 by the stipulated order, not what is required by a fair reading
17 of Rule 26.

18 She's asking for, as one example, an entire laptop, not
19 the contents that is on it that are relevant to the claims and
20 defenses in the case, but personal photos, e-mails, that sort
21 of thing, so we would be happy to meet and confer about this.

22 THE COURT: You guys should talk about this. If you
23 can't agree -- I mean, if you can agree, then you agree, if you
24 can't agree, it is something I will address at that point in
25 time.

1 I will give you a time limit if you want to reach an
2 agreement. I presume you guys will talk about this and it will
3 be resolved in a week?

4 If it's not resolved in a week, you can come back with a
5 specific request at that point in time.

6 MS. ANDOH: Just so we can clarify what that request
7 would be, it would be in a form of renewal of this motion or
8 would it be a separate motion?

9 THE COURT: I don't think you need to make a
10 separate motion, because there is no sense in reinventing the
11 wheel, you have already given me this, but pursuant to my
12 suggestion in the tentative, the parties will meet and if they
13 are not able to resolve the issue, then -- what I want is just
14 a single document that is filed, a joint document filed by both
15 sides, what discovery stuff you still want, and the positions
16 of both sides as to whether or not it was originally called
17 for, and, you know, et cetera, and this is a single document,
18 so I will make a ruling on it fairly quickly.

19 MS. ANDOH: Thank you, Your Honor.

20 One other issue we're going to incorporate into our
21 discussions with them that is very specific to concerns that
22 Your Honor raised in connection with these identical seeming
23 documents that were produced in the course of the late
24 productions, the repository, Your Honor, as you pointed out was
25 one of the pieces of information we were seeking.

1 The Polarium repository is directly targeted to address
2 that exact concern that Your Honor has, because the Polarium
3 repository is essentially where their documents reside that
4 would include our checklist and other nonpublic information,
5 that information, documents, mails, so on and so forth.

6 And so we believe that that should also be turned over
7 for inspection to us as part of all of this.

8 THE COURT: A brief initial response to that?

9 MR. GROSS: My initial response is we will be happy
10 to and I look forward to meeting and conferring about these
11 things. I can't make commitments and response to the request
12 right here today but --

13 THE COURT: He's going to be prepared to discuss it
14 with you. That will be something that hopefully will be
15 resolved. If it's not resolved, you will provide to me a joint
16 document within a week that covers all of this stuff.

17 MS. ANDOH: Your Honor, just one more point before
18 we go off of this. I think that there appears to be a
19 disagreement as to what the TRO actually required here with
20 respect to turnover.

21 I just want to clarify that in Paragraph 2 of the TRO,
22 which is filed as Docket Number 25, the actual obligation was
23 within 21 days of this initial order, understanding that
24 subsequent compliance could be called for in certain
25 circumstances.

1 Each defendant shall deliver to plaintiff any and all
2 original and copies of all nonpublic information, but also all
3 nonpublic documents, records, files, or data in that
4 defendant's possession, custody, or control, not just belonging
5 to plaintiff, but from plaintiff, right?

6 And, Your Honor, this is really important, because the
7 point of this TRO was not for us to have to make a showing as
8 to whether or not the materials that were stolen rose to the
9 level of trade secrets or not or whether it was public or
10 nonpublic.

11 The point was that what we knew was that these
12 employees, Pilkington and Kim, had stolen files from us and the
13 point of that was to ensure that the materials that were taken
14 from us, whether there are similar materials available in the
15 public domain or not, Skyryse had no right to have from us, be
16 returned.

17 And so this question as to whether or not there are
18 similar materials available in the public domain is not
19 consistent with the actual language of the TRO.

20 THE COURT: But, I think that the part of the
21 problem stems from -- maybe, I'm mistaken, but I thought there
22 was somewhat of a problem in regards to what was included in
23 the term "nonpublic information."

24 That is the problem, because again, oftentimes to look at
25 -- to find the stuff -- I mean, how could you have looked for

1 something that has been phrased as "nonpublic information," so
2 I do understand -- I mean, the TRO says what it says. It
3 speaks for itself to some extent, but there are little bit
4 uncertainties around the edges.

5 MS. ANDOH: Your Honor, I would argue that there
6 isn't. We intentionally did not define the term as "nonpublic
7 information," it is not a defined term in TRO.

8 THE COURT: That is my problem.

9 MS. ANDOH: Well, it isn't.

10 THE COURT: It's a problem for other people -- it
11 may not be problem for the parties involved, but it's a problem
12 for other people who are not involved in your business in the
13 relationships to determine what falls within the scope of
14 "nonpublic information."

15 MS. ANDOH: I agree completely that it should not
16 have been a problem for the parties, but yet, we have one of
17 the parties that entered into the TRO now arguing that
18 documents that belonged to Moog don't apply as part of the TRO
19 even though they are expressly described in Paragraph 2 as
20 being responsive to the order.

21 THE COURT: But the problem is, if in fact there are
22 as publicly available information that are on the documents or
23 the computers or whatever, I mean, are they supposed to produce
24 everything?

25 Again, I'm not saying that it is an excuse, but I'm

1 saying that that is partially one of the reasons, perhaps, why
2 there are so many problems in this area.

3 MS. ANDOH: Your Honor, I think that would be true
4 it they had otherwise made a good faith effort to return all of
5 the materials, but that is not actually what is happening here.

6 THE COURT: That is a question, I agree that is a
7 question, but I think my tentative is my final on this.

8 I do understand, I will consider the issue of attorney's
9 fees, and I will also consider whatever, but if in fact you
10 guys can resolve whatever remains, then at this point in time,
11 there really is not much of a dispute for me to resolve.

12 If you haven't resolved it, then I can understand.

13 MS. ANDOH: Well, Your Honor, the other point I
14 would make is that, as I mentioned, 13 conferences with Judge
15 McCarthy, this motion later --

16 THE COURT: Let me stop. It's my first conference
17 with you guys, isn't it?

18 MS. ANDOH: It is our second, actually our third or
19 fourth. We have had two status conferences, the motions to
20 dismiss and --

21 THE COURT: I don't consider those conferences.
22 This is a conference.

23 MS. ANDOH: We're about to be in our second
24 conference with Judge Rocconi, I guess, my point is that while
25 Your Honor may not have necessarily been personally burdened

1 with this, this is not a situation in which there has been, you
2 know, and happy compliance without a lot of judicial
3 intervention.

4 THE COURT: I understand the file, I see the file.
5 I understand your issue.

6 My tentative is my tentative and is my final, but I want
7 these matters to get resolved.

8 In fact, I really want this litigation to be resolved.

9 MS. ANDOH: Understood, Your Honor.

10 MR. GROSS: Your Honor, if I may, before we
11 conclude, on the open issue about sanctions, the Alex Wang
12 files.

13 I just wanted to conclude with this thought: After
14 litigating the issue last June, when about 90 percent of the
15 files had been recovered, we didn't know from Moog's
16 perspective that they would revisit this issue about that
17 remaining 30.

18 And when we did meet and confer with them and they told
19 us about that months later, because they said they would move
20 for an adverse inference, of course, we redoubled the efforts.
21 That is not in response to the motion, it's in response to them
22 telling us after many months we thought the issue had been
23 resolved through litigation, that it wasn't resolved from their
24 perspective.

25 There was no bad faith; there was no undue delay.

1 There were two independent forensic investigations to
2 get them the documents, and ultimately they were successfully
3 recovered.

4 What they are largely complaining about are documents
5 they now have.

6 Thank you, Your Honor.

7 MS. ANDOH: Your Honor, that is just not correct.
8 Mr. Wang's situation was part of a number of additional motions
9 and meet and confers that occurred throughout the fall of 2022,
10 before this case was transferred.

11 I will just also note that the fact that those files
12 were deleted, it should not be that we should have to keep
13 pressing them for them, to making efforts to try to resuscitate
14 them.

15 THE COURT: Thank you.

16 You are going to file that by the 22nd, and I will put
17 the matter back on calendar, if needed, on July the 6th.

18 MS. ANDOH: Your Honor, we actually have a motion
19 for leave to amend that is scheduled for hearing before Your
20 Honor, I believe on the 29th.

21 I don't know if you want to move them both at the same
22 hearing?

23 THE COURT: Do you want me to move that one to the
24 6th of July then?

25 MR. GROSS: Your Honor, that date happens to pose a

1 conflict for defense counsel, the 6th.

2 THE COURT: In that case, why don't I leave it for
3 the 29th.

4 MS. ANDOH: That works, Your Honor.

5 THE COURT: I will put them both for the 29th.

6 MR. GROSS: Thank you.

7 THE COURT: Have a nice day.

8 (The proceedings concluded at 9:58 a.m.)

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CERTIFICATE OF OFFICIAL REPORTER

COUNTY OF LOS ANGELES)
)
STATE OF CALIFORNIA)

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/s/ TERRI A. HOURIGAN

TERRI A. HOURIGAN, CSR NO. 3838, RPR, CRR
Federal Court Reporter

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